

ORDINANCE NO. 5199

An Ordinance of the City Council of the City of Bellevue, Washington, authorizing the issuance and sale of a limited tax general obligation bond anticipation note of the City in the principal amount of \$7,908,000 for the purpose of financing the acquisition of the Meydenbauer Center site; providing the form, terms, conditions, covenants and maturity of the note; authorizing the sale of the note; providing for the appropriation and disposition of the proceeds of sale of the note to pay for such acquisition and related costs; providing for the issuance of limited tax general obligation bonds of the City; and authorizing the City Manager to execute amendments to agreements pertaining to the Meydenbauer Center.

WHEREAS, pursuant to an Agreement to Lease dated December 20, 1989, the City entered into a ground lease (the "Ground Lease") with Tochterman Investment Co., Inc. ("Tochterman") to lease the site of the Meydenbauer Center (the "Convention Center"); and

WHEREAS, pursuant to the First Amended Sublease, dated as of August 1, 1991 (the "Sublease"), the First Amended Lease Purchase Agreement, dated as of August 1, 1991, as amended (the "Lease Purchase Agreement"), and the First Amended Design, Development, Construction, Financing and Operating Agreement, also dated as of August 1, 1991, as amended (the "Operating Agreement" and collectively with the Sublease and the Lease Purchase Agreement, the "Agreements"), with the Bellevue Convention Center Authority (the "Authority"), the City authorized the Authority to construct, operate and maintain the Convention Center for lease back to the City; and

WHEREAS, pursuant to Ordinance No. 5156 adopted on July 26, 1999, the City has negotiated a purchase and sale agreement to acquire the site of the Convention Center, independent of a final determination of whether to implement a City plan for expanding the Convention Center; and

WHEREAS, the City intends to issue limited tax general obligation bonds to pay for the acquisition of the Convention Center site (the "Land Acquisition") and intends to repay these bonds with revenues made available to the City from the Authority under the Agreements including, but not limited to, lodging taxes levied by the City pursuant to Chap. 67.28 RCW; and

WHEREAS, the City is authorized by Ch. 39.50 RCW to issue short-term obligations in anticipation of the sale of general obligation bonds; and

WHEREAS, in order to provide the funds required for the interim financing of the Land Acquisition, the City now desires to authorize the issuance of a limited tax general obligation bond anticipation note in the principal amount of \$7,908,000 (the "Note"), to be repaid with the proceeds of the limited tax levy general obligation bonds of the City, or other legally available funds including amounts payable by the Authority under the Agreements; and

WHEREAS, the City and the Authority have determined that it is necessary and in their respective best interests to amend the Agreements to reflect the Land Acquisition, to provide for the City's new role as owner of the site and lessor under the Sublease as amended, to provide for ground lease payments to be made by the Authority to the City to pay or reimburse costs of expanding the Convention Center or debt service on the Note and bonds, if any, issued to refinance the Note so long as the Note or such bonds remain outstanding, and to reflect the termination of the City's obligation to make payments under the Ground Lease; and

WHEREAS, the Authority has been authorized, pursuant to its Resolution No. 99-17 adopted on December 15, 1999, and has taken all steps necessary pursuant to its charter and applicable laws and regulations, to enter into such amendments to the Agreements, and to comply fully with the terms thereof; and

WHEREAS, on November 9, 1999, on behalf of the City the City's financial advisor issued a request for proposals from various financial institutions to acquire the Note and received proposals from five such institutions; and

WHEREAS, the Council has deemed the proposal received from Bank of America (the "Bank") to be in the best interest of the City and now wishes to authorize the sale of the Note to the Bank on the terms and conditions therein and in this ordinance;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF BELLEVUE, WASHINGTON AS FOLLOWS:

Section 1. Definitions. As used in this ordinance, the following words shall have the following meanings, unless a different meaning clearly appears from the context:

"Arbitrage and Tax Certificate" means the certificate executed by the Finance Director or his designee at the closing of the Note pertaining to the requirements of the Code to maintain the tax-exemption of the interest on the Note.

"Bank" means Bank of America, N.A.

"Bonds" means the limited tax general obligation bonds to be issued by the City to pay and redeem the Note.

"City" means the City of Bellevue, Washington, a municipal corporation duly organized and existing under the laws of the State of Washington.

"City Manager" means the City Manager of the City or any successor to the functions of that position, or any individual exercising the functions of that position on an interim basis.

"Code" means the Internal Revenue Code of 1986, as amended, together with corresponding and applicable final, temporary or proposed regulations and revenue rulings issued or amended with respect thereto by the United States Treasury Department or the Internal Revenue Service, to the extent applicable to the Note.

“Council” means the general legislative authority of the City.

“Debt Service Fund” means the City’s Interest and Debt Redemption Regular Levy Fund described in Section 6.

“Finance Director” means the Finance Director of the City or any successor to the functions of that position.

“Land Acquisition” means the acquisition of the Convention Center site to be financed with Note proceeds, including the reimbursement of amounts paid on behalf of the City by the Authority with respect to such acquisition.

“Land Payment Project” means the project in the Hotel Motel Tax Fund to be used to pay or reimburse costs of expanding the Convention Center or to pay principal of and interest on the Note.

“Note” means the \$7,908,000 principal amount of the City of Bellevue, Washington Limited Tax General Obligation Bond Anticipation Note, 2000 (Convention Center Land Acquisition) issued pursuant to this ordinance.

“Note Register” means the registration records for the Note maintained by the Note Registrar.

“Note Registrar” means the Finance Director, whose duties include registering and authenticating the Note, maintaining the Note Register, transferring ownership of the Note, and paying the principal of and interest on the Note.

“Prime Rate” shall mean the rate of interest publicly announced from time to time by Bank as its Prime Rate. The Prime Rate is set by the Bank based on various factors, including Bank’s costs and desired return, general economic conditions and other factors, and is used as a reference point for pricing some loans. The Bank may price loans to its customers at, above, or below the Prime Rate. Any change in the Prime Rate shall take effect at the opening of business on the day specified in the public announcement of a change in Bank's Prime Rate.

"Registered Owner" means the person in whose name the Note is registered on the Note Register.

"Rule" means the SEC's Rule 15c2-12 under the Securities Exchange Act of 1934.

"SEC" means the Securities and Exchange Commission.

Section 2. Findings and Authorization of Acquisition. The City reconfirms its finding in Ordinance No. 5156, adopted on July 26, 1999, that the public interest, welfare and benefit of the inhabitants of the City require that the City acquire fee simple title to the real property beneath the Convention Center (the "Land Acquisition"). The estimated cost of the Land Acquisition is \$7,875,000. The cost of the Land Acquisition plus related costs shall be paid out of the proceeds of the Note.

Section 3. Authorization of the Bonds. For the purpose of providing funds for the Land Acquisition, which shall include all necessary expenses incidental to the Land Acquisition and to the issuance of the Note and the Bonds, there shall be issued and sold limited tax general obligation bonds of the City to be designated "City of Bellevue, Washington Limited Tax General Obligation Bonds (Convention Center Land Acquisition)" in an amount at least sufficient to pay the principal of and interest on the Note or any additional bond anticipation notes issued to redeem the Note on or before maturity, to the extent not paid from other sources.

The Bonds to be issued shall be in such principal amounts, denomination(s) and form; shall be dated and bear interest at such rate or rates; shall be payable at such place or places; shall have such option of payment prior to maturity; shall contain and be subject to such covenants; may be combined with any subsequently authorized bonds and issued as a single combined issue, as provided hereafter by ordinance of the Council. The Bonds shall be payable from annual taxes levied within and as part of the tax levy permitted the City without a vote of the people together with other money of the City that may be legally used and that the City may apply for such purpose, including amounts payable by the Authority under the Agreements.

Section 4. Authorization of the Note. In anticipation of the issuance of the Bonds, the City shall, for the purpose of financing a portion of the costs of the Land Acquisition and costs of issuing the Note, issue a short-term obligation in the principal amount of \$7,908,000. The short-term obligation shall be designated the “City of Bellevue, Washington Limited Tax General Obligation Bond Anticipation Note, 2000 (Convention Center Land Acquisition),” shall be dated as of its date of delivery, shall be fully registered as to both principal and interest, shall be in one denomination of \$7,908,000, and shall mature three years after its date of delivery. The Note shall bear interest at the variable rate of 46.5% of the Prime Rate as set forth in Exhibit A, which is hereby incorporated by this reference. The Note shall bear interest from its date of delivery, due and payable upon maturity of the Note or its prior redemption. Interest on the Note shall be calculated as simple interest on the basis of the actual number of days elapsed, based on a 365-day year.

Section 5. Registration, Exchange and Payments.

(a) *Registrar/Note Register.* The Finance Director shall act as Note Registrar. The Note Registrar is authorized, on behalf of the City, to authenticate and deliver the Note if transferred or exchanged in accordance with the provisions of the Note and this ordinance and to carry out all of the Note Registrar's powers and duties under this ordinance.

(b) *Registered Ownership.* The City and the Note Registrar may deem and treat the Registered Owner of the Note as the absolute owner for all purposes, and neither the City nor the Note Registrar shall be affected by any notice to the contrary. Payment of the Note shall be made only as described in Section 5(e). All such payments made as described in Section 5(e) shall be valid and shall satisfy the liability of the City upon the Note to the extent of the amount so paid.

(c) *No Transfer or Exchange of Registered Ownership.* The Note shall not be transferable unless (i) the Bank's corporate name is changed and the transfer is necessary to reflect such change; or (ii) the transferee is a successor in interest of the Bank by means of a corporate merger, an exchange of stock, or a sale of assets.

(d) *Registration Covenant.* The City covenants that it will maintain a system for recording the ownership of the Note that complies with the provisions of Section 149 of the Code.

(e) *Place and Medium of Payment.* Both principal of and interest on the Note shall be payable upon maturity of the Note or its prior redemption in lawful money of the United States of America. Principal and interest of the Note shall be payable by check, by wire transfer or upon presentation and surrender of the Note by the Registered Owner at the office of the Note Registrar.

Section 6. Debt Service Fund. The "Interest and Debt Redemption Regular Levy Fund" (the "Debt Service Fund") has heretofore been established. A new project

entitled "2000 Limited G.O." is hereby created in the Debt Service Fund. The 2000 Limited G.O. project of the Debt Service Fund shall be drawn upon for the sole purpose of paying the principal of and interest on the Note.

Money in the 2000 Limited G.O. project of the Debt Service Fund may temporarily be deposited in such institutions or invested in such obligations as may be lawful for the investment of City money. Any earnings from the investment of such money shall be deposited in the Debt Service Fund.

Section 7. Land Payment Project. The "Hotel Motel Tax Fund" has heretofore been established. A new project entitled "Land Payment Project" is hereby created in the Hotel Motel Tax Fund. All lease payments received by the City from the Authority pursuant to the Sublease and the Operating Agreement, which shall consist of amounts derived from lodging taxes levied by the City pursuant to Chap. 67.28 RCW, shall be deposited into the Land Payment Project upon receipt. The Land Payment Project shall be drawn upon to pay or reimburse costs of expanding the Convention Center or to pay the principal of and interest on the Note or bonds or other obligations issued to refund the Note. Amounts on deposit, if any, in the Land Payment Project are pledged to repayment of the Note.

Money in the Land Payment Project may temporarily be deposited in such institutions or invested in such obligations as may be lawful for the investment of City money. Any earnings from the investment of such money shall be retained in and become a part of the Land Payment Project.

Section 8. Payment or Redemption of the Note. Both the principal of and interest on the Note are payable from the proceeds of the sale of the Bonds or refunding bond anticipation notes to be issued by the City or from any other lawfully available funds, including amounts payable by the Authority under the Agreements. The City hereby covenants with the owner of the Note that it will issue the Bonds, refunding bond anticipation notes, or a combination of the foregoing in an amount sufficient together

with other lawfully available funds, including amounts payable by the Authority under the Agreements, to pay when due the principal of and interest on the Note and will thereupon redeem the Note.

The City further irrevocably covenants that, unless the principal of and interest on the Note are paid from other sources, it will make annual levies of taxes upon all of the property in the City subject to taxation within and as a part of the tax levy permitted to cities without a vote of the electors in amounts sufficient to pay such principal and interest as the same shall become due. The full faith, credit and resources of the City are hereby irrevocably pledged for the annual levy and collection of such taxes and for the prompt payment of such principal and interest.

Section 9. Right of Prior Redemption. The City has reserved the right to call and redeem the Note in whole or in part on any date at par plus accrued interest, upon at least seven days' notice by telephone confirmed by telefax to the Registered Owner of the Note. Interest on the Note so called for redemption shall cease to accrue on the date fixed for redemption.

Section 10. Hotel Motel Tax Fund. The Hotel Motel Tax Fund has heretofore been established. A new project entitled "Convention Center Site Acquisition Project" is hereby established in the Hotel Motel Tax Fund. Money in the Convention Center Site Acquisition Project shall be used to pay a portion of the costs of the Land Acquisition and all costs incidental thereto and the costs of issuing the Note.

Money remaining in the Convention Center Site Acquisition Project after all of the costs of the Land Acquisition, all costs incidental thereto and all costs of issuing the Note have been paid may be used to pay or reimburse costs associated with expanding the Convention Center, or shall be deposited in the Land Payment Project.

Money in the Convention Center Site Acquisition Project may temporarily be deposited in such institutions or in such obligations as may be lawful for the investment

of City money. Any earnings from the investment of such money shall be retained in and become a part of the Convention Center Site Acquisition Project.

Section 11. Note Deemed To Be No Longer Outstanding. In the event that the City, in order to effect the payment, retirement or redemption of the Note, sets aside in the Debt Service Fund or in another special account, held in trust by a trustee, cash or noncallable government obligations, as such obligations are now or hereafter defined in RCW 39.53, or any combination of cash and/or noncallable government obligations, in amounts and maturities that, together with the known earned income therefrom, are sufficient to redeem or pay and retire the Note in accordance with its terms and to pay when due the interest thereon, and such cash and/or noncallable government obligations are irrevocably set aside and pledged for such purpose, then no further payments need be made into the Debt Service Fund for the payment of the principal of and interest on the Note. The owner of the Note shall cease to be entitled to any lien, benefit or security of this ordinance except the right to receive payment of principal and interest from such special account, and the Note shall be deemed to be not outstanding under this ordinance.

Section 12. Tax Covenant. The City covenants to undertake all actions required to maintain the tax-exempt status of interest on the Note under Section 103 of the Code as set forth in the Arbitrage and Tax Certification that will be executed at the closing of the Note.

The City hereby designates the Note as a “qualified tax-exempt obligation” under Section 265(b)(3) of the Code for banks, thrift institutions and other financial institutions.

Section 13. Lost or Destroyed Note. In case the Note shall be lost, stolen or destroyed, the Note Registrar may execute and deliver a new Note of like amount, date, and tenor to the registered owner thereof upon the owner paying the expenses and charges of the City and the Note Registrar in connection therewith and upon filing with the Note Registrar evidence satisfactory to the Note Registrar that the Note was actually

lost, stolen or destroyed and of his/her ownership thereof, and upon furnishing the City with indemnity satisfactory to the Finance Director.

Section 14. Form of the Note. The Note shall be in substantially the following form:

UNITED STATES OF AMERICA

NO. 1 \$7,908,000

STATE OF WASHINGTON
CITY OF BELLEVUE
LIMITED TAX GENERAL OBLIGATION BOND ANTICIPATION NOTE, 2000
(CONVENTION CENTER LAND ACQUISITION)

REGISTERED OWNER: Bank of America

MATURITY DATE: JANUARY 28, 2003

INTEREST RATE: Variable

PRINCIPAL AMOUNT: SEVEN MILLION, NINE HUNDRED AND EIGHT THOUSAND AND NO/100 DOLLARS

The City of Bellevue, Washington, a municipal corporation of the State of Washington (the "City") hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner hereof, the Principal Amount indicated above together with interest thereon from the date hereof at the variable interest rate specified below, payable on the Maturity Date, or until such Principal Amount has been paid, or such payment has been duly provided for. Interest shall be calculated as simple interest on the basis of the actual number of days elapsed based on a 365-day year. The Note shall bear interest at a variable rate equal to 46.5% of the rate of interest publicly announced from time to time by Bank of America, N.A. (the "Bank") as its Prime Rate. The Prime Rate is set by Bank based on various factors, including the Bank's costs and desired return, general economic conditions and other factors, and is used as a reference point for pricing some loans. The Bank may price loans to its customers at, above, or below the Prime Rate. Any change in the Prime Rate shall take effect at the opening of business on the day specified in the public announcement of a change in Bank's Prime Rate.

Both principal of and interest on the Note are payable in lawful money of the United States of America. Principal and interest shall be paid to the Registered Owner hereof at the office of the Finance Director of the City in Bellevue, Washington, out of the Debt Service Fund of the City. Reference is made to an ordinance of the City

passed on January 18, 2000 (the "Note Ordinance") for the definition of other capitalized terms used herein.

The City has reserved the right to call and redeem the Note in whole or in part at any time at a price of par, upon at least seven day's notice to the Registered Owner. Interest shall cease to accrue on the date fixed for redemption.

The City has covenanted with the owner of the Note that it will issue and sell limited tax general obligation bonds in an aggregate principal amount sufficient, with such other moneys of the City available for such purposes as the Council may, from time to time appropriate and set aside, to pay the principal of and interest on this note when due and will thereupon redeem the Note. The City further covenants that it will levy taxes annually upon all the taxable property in the City within the levy limits permitted to cities without a vote of the electors and in amounts sufficient, with other monies legally available therefor, to pay the principal of and interest on the Note as the same shall become due. The full faith, credit and resources of the City are hereby irrevocably pledged for the annual levy and collection of such taxes and the prompt payment of such principal and interest.

The Note has been designated as a qualified tax-exempt obligation for purposes of Section 265(b) of the Internal Revenue Code of 1986.

This Note shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Note Ordinance until the Certificate of Authentication hereon shall have been manually signed by the Note Registrar.

This Note is issued pursuant to the Constitution and laws of the State of Washington, and duly adopted ordinances of the City, to provide interim financing for the acquisition of the Convention Center site.

The Note is not transferable unless (i) the Registered Owner's corporate name is changed and the transfer is necessary to reflect such change; or (ii) the transferee is a successor in interest of the Registered Owner by means of a corporate merger, an exchange of stock, or a sale of assets.

It is hereby certified and declared that all acts, conditions and things required to be done precedent to and in the issuance of this Note have happened, been done and performed and that the total indebtedness of the City including this Note, does not exceed any constitutional, statutory or charter limitation.

IN WITNESS WHEREOF, the City of Bellevue, Washington, has caused this Note to be signed by the facsimile or manual signature of its Mayor, to be attested by the facsimile or manual signature of its Clerk, and the official seal of the City to be impressed or imprinted hereon, this 28th day of January, 2000.

CITY OF BELLEVUE, WASHINGTON

By _____
Mayor

ATTEST:

Clerk

The Certificate of Authentication for the Note shall be in substantially the following form and shall appear on the front of the Note:

CERTIFICATE OF AUTHENTICATION

Date of Authentication:

This Note is described in the within-referenced Ordinance No. _____ of the City of Bellevue, Washington, and is the City of Bellevue, Washington Limited Tax General Obligation Bond Anticipation Note, 2000 (Convention Center Land Acquisition) dated January 28, 2000.

FINANCE DIRECTOR
As Note Registrar

By _____

Section 15. Execution of the Note. The Note shall be signed on behalf of the City by the manual or facsimile signature of the Mayor, shall be attested by the manual or facsimile signature of the City Clerk, and shall have the official corporate seal of the City impressed or imprinted thereon.

Only such Note as shall bear thereon a Certificate of Authentication in the form hereinbefore recited, manually executed by the Note Registrar, shall be valid or obligatory for any purpose or entitled to the benefits of this ordinance. Such Certificate of Authentication shall be conclusive evidence that the Note so authenticated has been duly executed, authenticated and delivered hereunder and is entitled to the benefits of this ordinance.

In case either of the officers of the City who shall have executed the Note shall cease to be such officer or officers of the City before the Note so signed shall have been authenticated or delivered by the Note Registrar, or issued by the City, such Note may nevertheless be authenticated, delivered and issued and upon such authentication, delivery and issuance, shall be as binding upon the City as though those who signed the same had continued to be such officers of the City. The Note may also be signed and attested on behalf of the City by such persons as at the actual date of execution of such Note shall be the proper officers of the City although at the original date of such Note any such person shall not have been such officer.

Section 16. Application of Proceeds of the Note. At the time of delivery of the Note, the proceeds of the Note shall be deposited into the Convention Center Site Acquisition Project and used to pay a portion of the costs of the Land Acquisition and costs related to the issuance of the Note. The amounts deposited in accordance with the previous sentence are deemed to be appropriated for the purposes specified.

Any money remaining in the Convention Center Site Acquisition Project after all Land Acquisition costs have been paid may be used to pay costs of other legally authorized expenditures of the City, or shall be deposited in the Land Payment Project.

Section 17. Sale of the Note. The City hereby accepts the proposal dated January 6, 2000, submitted by the Bank to purchase the Note (the "Offer to Purchase") in accordance with the terms contained in this ordinance and the Offer to Purchase attached as Exhibit A. The Finance Director is hereby authorized to agree to any other terms, conditions and covenants that are in the best interests of the City and in accordance with the Offer to Purchase.

The appropriate City officials are hereby authorized and directed to do everything necessary for prompt issuance, execution and delivery of the Note and for the proper application and use of the proceeds thereof including, among other things, execution of the Arbitrage and Tax Certificate.

Section 18. General Authorization; Ratification of Prior Acts. The Finance Director and other appropriate officers of the City are authorized to take any actions and to execute documents as in his judgment may be necessary or desirable in order to carry out the terms of, and complete the transactions contemplated by, this ordinance. All acts taken pursuant to the authority of this ordinance but prior to its effective date are hereby ratified.

Section 19. Authorization to Amend Agreements. The City Manager is hereby authorized to execute the amendments to the Agreements, substantially in the forms attached hereto as Exhibits B through D.

Section 20. Ongoing Disclosure. With respect to the Note, the City is exempt from the official statement and ongoing disclosure requirements of the Rule. The City will provide a copy of its most recent annual financial statement upon written request.

Section 21. Year 2000 Disclosure. The City reasonably believes that the Year 2000 problem (that is, the inability of computers, as well as embedded microchips in non-computing devices, to perform properly date sensitive functions with respect to certain dates prior to and after December 31, 1999) has not resulted in a material adverse change in the City's operations, business, property, condition, or prospects.

Section 22. Severability. If any one or more of the covenants or agreements provided in this ordinance to be performed on the part of the City shall be declared by any court of competent jurisdiction to be contrary to law, then such covenant or covenants, agreement or agreements, shall be null and void and shall be deemed separable from the remaining covenants and agreements of this ordinance and shall in no way affect the validity of the other provisions of this ordinance or of the Note.

Section 23. Effective Date. This ordinance shall become effective five days after its passage and publication, as required by law.

PASSED by the City Council of the City of Bellevue, Washington at a regular meeting of the Council, this 18th day of January, 2000, and signed in authentication of its passage this 18th day of January, 2000.

CITY OF BELLEVUE, WASHINGTON

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

Deputy City Attorney

Published

Exhibit A

Offer to Purchase

Exhibit B

Form of Third Amendment to
First Amended Lease Purchase Agreement

Exhibit C

Form of First Amendment to First Amended Sublease

Exhibit D

Form of Second Amendment to First Amended Design,
Development, Construction, Financing and Operating Agreement

CITY OF BELLEVUE, WASHINGTON
LIMITED TAX GENERAL OBLIGATION BOND ANTICIPATION NOTE, 2000
(CONVENTION CENTER LAND ACQUISITION)

\$7,908,000

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BELLEVUE, WASHINGTON, AUTHORIZING THE ISSUANCE AND SALE OF A LIMITED TAX GENERAL OBLIGATION BOND ANTICIPATION NOTE OF THE CITY IN THE PRINCIPAL AMOUNT OF \$7,908,000 FOR THE PURPOSE OF FINANCING THE ACQUISITION OF THE MEYDENBAUER CENTER SITE; PROVIDING THE FORM, TERMS, CONDITIONS, COVENANTS AND MATURITY OF THE NOTE; AUTHORIZING THE SALE OF THE NOTE; PROVIDING FOR THE APPROPRIATION AND DISPOSITION OF THE PROCEEDS OF SALE OF THE NOTE TO PAY FOR SUCH ACQUISITION AND RELATED COSTS; PROVIDING FOR THE ISSUANCE OF LIMITED TAX GENERAL OBLIGATION BONDS OF THE CITY; AND AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENTS TO AGREEMENTS PERTAINING TO THE MEYDENBAUER CENTER.

PASSED: January 18, 2000

Prepared by:

PRESTON GATES & ELLIS LLP
701 Fifth Avenue, Suite 5000
Seattle, Washington 98104-7078

ORDINANCE NO. _____

TABLE OF CONTENTS

	<u>Page</u>
Section 1. Definitions	3
Section 2. Findings and Authorization of Acquisition.....	5
Section 3. Authorization of the Bonds	5
Section 4. Authorization of the Note.....	6
Section 5. Registration, Exchange and Payments	7
Section 6. Debt Service Fund	8
Section 7. Land Payment Project.....	8
Section 8. Payment or Redemption of the Note	8
Section 9. Right of Prior Redemption.....	9
Section 10. Hotel Motel Tax Fund.....	9
Section 11. Note Deemed To Be No Longer Outstanding.....	10
Section 12. Tax Covenant	10
Section 13. Lost or Destroyed Note	11
Section 14. Form of the Note.....	11
Section 15. Execution of the Note.....	13
Section 16. Application of Proceeds of the Note	14
Section 17. Sale of the Note	14
Section 18. General Authorization; Ratification of Prior Acts.....	15
Section 19. Authorization to Amend Agreements.....	15
Section 20. Ongoing Disclosure.....	15
Section 21. Year 2000 Disclosure.....	15
Section 22. Severability	16
Section 23. Effective Date	16
Exhibit A Offer to Purchase	
Exhibit B Form of Third Amendment to First Amended Lease Purchase Agreement	
Exhibit C Form of First Amendment to First Amended Sublease	
Exhibit D Form of Second Amendment to First Amended Design, Development, Construction, Financing and Operating Agreement	